

American Expres: Bank International : Miami Branch 999 Brickell Avenue Miami, Florida 33131 Phone: (305) 350-7750 Telex ITT 441328 Ambank Facsimile: (305) 374-4524

ACCOUNT APPLICATION AND AGREEMENT FOR CORPORATION OR OTHER ORGANIZATION

ACCOUNT		
TITLE	CARIBETRANS S.A.	
AND	Personal Information	
MAILING	Redacted	
ADDRESS		
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ACCOUNT INFORMATION	
DDA No1/2/892	MMA No. 7903030
☐ T/D No	
CIF No	3**
Group No	

*RTIFICATE OF CORPORATE RESOLUTION

LUIS MAURICIO BOGAERT	ीका !:	
Secretary of CARIBETRANS, S.A.	m st Cursovarian)	
e corporation suly organized and execung under the laws of <u>DOMINICAN REPU</u> of directors of said corporation and such testilunghs are now in full force and effect.	BLICaereby certify that the following is a trige cody	of resolutions dury ecoped by the board
"RESCLVED" that this totyporation open and methta in the or more accounts with American this torporation all thatiss, drafts, notes, orders and athar instruments for the payment terivered by anyone to the Bank for medit to turn occount(s); and FURTMER RESCLVED, that	of money, engorsed in any menner or unembassed, and any any <u>TWO</u> of the following officers of this torpolation	funds or other prodercy which may de-
PRESIDENT Milliam (lif	TREASURER	
VICE PRESIDENT	AUTHORIZED SIGNATORY	
SECRETARY RULL M. POGOST		
account in the name of a nomineel or indersed in blank; (c) to sign thy handwriting, by si corporation any account agreements which may be requested at any time by the Bank; (d) zed to sign an benefit of this corporation; (e) to borrow money and to obtain credit for this guarantee, agreements and other obligations of this corporation in such form as may be recite Bank for any payments made under) commercial and standby letters of credit issued to passign, mortgage or in any other manner creats security interests in stocks, bonds, notes, whether to secure obligations of this corporation or obligations of any third party or third needy of any kind belonging to this corporation or which it has and interest; (h) to give the	to certify to the Bank the signature of and the offices or of a supportation without limitation; If) to execute and deliver in quested by the Bank, and to apply for the Bank's issuance of any support or secure obligations of this corporation or of any accounts or other property of any kind belonging to this openies); (g) to deal, in any other respects, with any and all	er positions held by each person author- ares, drafts, acceptances, instruments of confirmation of (and agree to reimburse third party or third parties! (g) to pledge, orgoration or in which it has an interest stocks, bonds, notas, accounts and other
FURTHER RESOLVED that the Bank is hereby authorized to accept and / or pay and / or a when such draft, cheex, order or instrument is drawn on any of said accounts and signed mass resolutions, without inquiry and without regard to the disposition of any such item or such item may be payable to the order of a person whose signatura (by handwriting, by standardings) are afficers or agent or agents of this corporation, or that such item or any proceeds that an arrival or afficers or agent or agents with the Bank or otherwise or in payment of the individual obtaind	(by nandwriting, by stamp impression of facsimila signature any proceeds thereof, and the Back shall not be liable in column (mpression of facsimile signature or by any other means may be used or disposed of for the personal credit or account of the personal credit or account or accoun	e or by any other masns) as required by nection therewith not withstanding that all appears thereof or of any other officer or of any such person or parsons, officer
FURTHER RESOLVED, that the Bank is hereby authorized to act and rely upon all the foregrighed by the Secretary of any change in such resolutions, and that until such time the Balparation with respect to, and saved narmiess from—any loss suffered or liability or expensed resolutions have in fact been changed.	rk snail have no liability to this corporation is connection w	ith-and shall be indamnified by this car-
I further settify that no provisions or provisions in the certificate of incorporation, articles, poration limit in any manner the authority of the board of directors to adopt the loregoing incorporation, articles for thatter or memorandum of association) and by-laws and any lesc	resolutions, and that tuch resolutions conform in all respects	utions or other internet rules of said cor- with the provisions of the certificate of
NAME KARSTEN H. WINDELER	PRESIDENT	
JUAN TOMAS TAVARES	VICE PRESIDENT	
LUIS MAURICIO BOGAERT	SECRETARY	
JEAN LOUIS DEBOYRIE	TREASURER	
GUSTAVO A. TAVARES E.	AUTHORIZED SIGNATORY	
GUSTAVO J. TAVARES	AUTHORIZED SIGNATORY	
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FOR INDIVIDUAL(S) OR CORPORATION OR OTHER ORGANIZATION



American Express Bank International (Miami Branch)

MONEY MARKET ACCOUNT AGREEMENT

This Money Market Account Agreement ("this Agreement") between the undersigned and American Express Bank International (Miami Branch) ("Bank") is effective only upon due execution by the undersigned and acceptance (in the manner provided for at the end of this Agreement) by a duly authorized representative of Bank.

Throughout this Agreement: (i) "Customer" or "each Customer" refers to each applicant (whether an individual or a corporation or other organization, and whether the number of applicants is one or more), and "Customers," "any of Customers" or "all Customers" refers, if there is only one applicant, to that applicant; (ii) the masculine gender includes the feminine; and (iii) "herein," "hereunder" and "herewith" refer to this Agreement in its entirety.

Section 1 — Application for Account.

Each Customer hereby requests Bank to open and establish at Bank in the name(s) of all Customers a deposit account to be referred to as a money market account (the "Account") on the terms and conditions stated herein, by which each Customer hereby agrees to be bound.

Section 2 — Minimum Deposit Requirement.

The initial minimum deposit balance required to open the Account is 25,000

Section 3 — Interest.

- (A) The interest rate paid on the Account will be set and changed from time to time by Bank in its sole discretion.
- (B) Notwithstanding Section 3(A) above, for any Statement Cycle (as defined in Section 5 below) in which the the rate of interest paid on all collected balances in the Account for the entire Statement Cycle will be reduced as determined by Bank in its sole discretion.
 - (C) Interest will accrue on collected balances only.
- (D) Interest will be posted to the Account on the last Banking Day (as defined in Section 5 below) of each
- (E) Interest will not be paid on the Account unless and until all charges imposed by Bank on the Account have been paid.

Section 4 — Limits on Transactions.

- (A) Preauthorized transfers (including, without limitation, telephone-initiated transfers) from the Account are limited to six (6) such transactions per month, only three (3) of which may be by check, draft or similar item drawn to one or more third parties. The date of a transaction will be the date the Account is debited for any withdrawal or transfer, or the date of payment of an item drawn on the Account.
- (B) An unlimited number of withdrawals —in other words, payments made directly to Customer(s)— from the Account may be made in person, by mail or by messenger. Withdrawals through automated teller machines may be unlimited in number but will be subject to such daily dollar limits on automatic teller machine withdrawals as Bank may establish from time to time.
 - (C) Withdrawals or other transfers from the Account may be made in any amount.
 - (D) Deposits to the Account may be made, at any time and from time to time, in any dollar amount.
- (E) Any and all withdrawals and other transfers must be made in accordance with all provisions of the Account Application and Agreement executed by all Customers and the Rules and Regulations Governing Accounts (as amended from time to time).

Section 5 - Statements.

Bank will furnish a statement regarding the Account at the end of each Statement Cycle (as defined in this Section 5). The first Statement Cycle will begin on the day the Account is opened. Each Statement Cycle will end on the last Banking Day (as defined in this Section 5) of each calendar month, provided that if the Account is

EACH CUSTOMER HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS AGREEMENT HAS READ IT, AGREES WITH IT AND AGREES TO BE BOUND BY IT.

Executed as of $\frac{6}{11}$ 19 $\frac{6}{7}$

(IF INDIVIDUAL APPLICANT(S)):	
Witnessed:	(Signature)
	(Print Name)
Witnessed:	(Signature)
	(Print Name)
Witnessed:	(Signature)
	(Print Name)
Witnessed:	
	(Signature)
	(Print Name)
(IF APPLICANT IS CORPORATION OR OTHER ORGANIZATION):	
	(Name of Applicant)
Witnessed:	By: X Allindo
	Signature) FLERSTER H. WINDELER
	(Print Name) Title: PRESIDENT
	-AND-

AMERICAN EXPRESS BANK
INTERNATIONAL

FOR INDIVIDUAL(S) OR CORPORATION OR OTHER ORGANIZATION

Aug 26 3 38 PH '91



American Express Bank International (Miami Branch)

AGREEMENT REGARDING FACSIMILE TRANSMISSIONS

In consideration of your accepting, by telefax or telecopy ("facsimile transmission"), instructions regarding any and all matters relating to any account or property maintained or hold in the name(s) of the undersigned (whether a corporation, an individual or individuals) from any individual(s) purporting to be individual(s) who in fact has or have authority to direct you regarding the matter or matters in question ("Instructions"), including without limitation Instructions that you pay or transfer funds or renew or cancel accounts, the undersigned hereby agree(s) that —whether or not any such individual(s) is or are whoever he or they purport(s) to be, and notwithstanding any contrary provisions in any other agreements or documents relating to any account or property of the undersigned—you and your employees shall have no responsibility or liability whatsoever to the undersigned, whether directly or indirectly, in connection with your acting as aforesaid, and the undersigned shall indemnify you and your employees from and against all actions, proceedings, claims and demands which may be brought or made against you (and all losses, charges, damages, liabilities, costs and expenses, including without limitation all court costs and attorney's fees, which you may incur or suffer, directly or indirectly) by reason of your acting as aforesaid.

You have no obligation whatsoever to obtain any confirmation of any Instructions conveyed by facsimile transmissions.

You may no longer accept and honor Instructions conveyed by facsimile transmissions once you have received —and have had a reasonable time (not less than 2 business days) to act upon—signed instructions to that effect (conveyed by mail, facsimile transmission or hand delivery) from the undersigned or (if the undersigned are individuals) from any one or more of the undersigned.

The undersigned also agree(s) that you have the right, in your discretion and without any liability whatsoever, to refuse to accept or honor any Instructions conveyed by facsimile transmission (even if an officer or other employee of yours has indicated by telephone that you will accept and honor such instructions), provided that you promptly notify the undersigned of such refusal or (if the undersigned are individuals) promptly notify any one or more of the undersigned.

This Agreement shall apply to all Instructions received by you by facsimile transmission now or hereafter, as well as all such Instructions heretofore received by you, and all such Instructions heretofore received by you are hereby ratified, confirmed and approved by the undersigned in all respects.

This Agreement may be amended or waived only by virtue of a writing executed by you and the undersigned or (if the undersigned are individuals) by you and all of the undersigned.

This Agreement shall be governed by and construed in accordance with Florida law.

THOUSEGNATURES REQUIRED.

FOR CORPORATION OR OTHER ORGANIZATION FOR INDIVIDUALIS) CARTBETRANS S.A Signature (Print Name) Karsten H. Windeler (Print Name) (Sonature) President Title: Pm: Name (Sonature) (Print Name) FOR ORPORATION OR OTHER ORGANISMY By: Gustavo A: Tavares (Print Name) Luis Mauricio Title: Vice-President & Treasurer

FOR INDIVIDUAL(S) OR CORPORATION OR OTHER ORGANIZATION



American Express Bank International (Miami Branch)

AGREEMENT REGARDING FACSIMILE TRANSMISSIONS

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The undersigned also agree(s) that you have the right, in your discretion and without any liability whatsoever, to refuse to accept or honor any instructions conveyed by facsimile transmission (even if an officer or other employee of yours has indicated by telephone that you will accept and honor such instructions), provided that you promptly notify the undersigned of such refusal or (if the undersigned are individuals) promptly notify any one or more of the undersigned.

This Agreement shall apply to all Instructions received by you by facsimile transmission now or hereafter, as well as all such Instructions heretofore received by you, and all such Instructions heretofore received by you are hereby ratified, confirmed and approved by the undersigned in all respects.

This Agreement may be amended or waived only by virtue of a writing executed by you and the undersigned or (if the undersigned are individuals) by you and all of the undersigned.

This Agreement shall be governed by and construed in accordance with Florida law.

FOR INDIVIDUAL(S)	FOR CORPORATION OR OTHER ORGANIZATION
	CARIBETRANS S.A.
(Signaturé)	By: X hun m Bogant
(Print Name)	imis in Bogant
(Signature)	(Print Name) Title: 500 etaly
[Prot Name]	-AND-
(Signature)	(IF OTHER SIGNATURE NECESSARY)
[Prot Name]	By: X All del
/	(Signature)
	Title: fresident

__ Signature(s)

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank"), each of the undersigned certifies to the Bank, with the knowledge that

CARIBETRANS, S.A.
(Please state the full title of the account)

the signatures appear	such certification in connection with the operation of this account, that each of ing below is the signature of the person named and that such person holds the try) with the account holder indicated next to such person's name.	Required on Drawings
Signature (s) Vertified by: (Signature) (Signature)	(PLEASE RULE OR BLOCK OUT ALL UN Karsten H. Windeler, President (Print or Type Name and Title, if any) Juan T. Tavares, Vice President (Print or Type Name and Title, if any) Luis M. Bogaert, Secretary (Print or Type Name and Title, if any) Jean L. DeBoyrie, Treasurer (Print or Type Name and Title, if any) ACCOUNT OPENING AUTHORIZED BY:	(Signature) (Signature) (Signature) (Signature) Date: 121106
	Proportion of the control of the con	CORPORATION OR OTHER ORGANIZATION
CARIBETRANS,	ACCOUNT OF CORPORATION OR OTHER ORGANIZ	(2 of 2)
international (the "Ba the Bank will rely on s the signatures appeari	the of the account) the opening and maintenance of this account by American Express Bank nk"), each of the undersigned certifies to the Bank, with the knowledge that nuch certification in connection with the operation of this account, that each of ng below is the signature of the person named and that such person holds the ny) with the account holder indicated next to such person's name.	TWO Signature(s) Required on Drawings
(1) (1) (1) (1) (1)	(PLEASE RULE OR BLOCK OUT ALL UNI Gustavo A. Tavares, Authorized Signatory (Print or Type Name and Title, # any)	USED SPACES (Signature)
	Gustavo J. Tavares, Authorized Signatory (Print or Type Name and Title, if any) (Print or Type Name and Title, if any)	(Signature)
ignature(s) Vertical by	(Print or Type Name and Title, if any) ACCOUNT OPENING ALTHORIZED BY:	(Signature)
3 / 18 H	CIE.	name 12/1/16

Caribetranes S.A.

(Please state the full title of the account)

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

International (the "Bank"), the Bank will rely on such c the signatures appearing bel	nening and maintenance of this account by American Express Bank each of the undersigned certifies to the Bank, with the knowledge that ertification in connection with the operation of this account, that each of low is the signature of the person named and that such person holds the the account holder indicated next to such person's name.	<u>O2</u> Signature(s) Required on Drawings
art 7.7.58	(PLEASE RULE OR BLOCK OUT ALL UN deun hours De Boyrie (Print or Type Name and Title, if any) Questavo Tavares K (Print or Type Name and Title, if any)	(Signature) (Signature) (Signature)
Signature (s) Verified by: Signature W. P. P. Signature P.	(Print or Type Name and Title, if any) (Print or Type Name and Title, if any) ACCOUNT OPENING AUTHORIZED BY CIF: *23**	(Signature) (Signature) Date: 7/1 / 5 8 CORPORATION OR OTHER ORGANIZATION
Personal Information Redacted	ACCOUNT OF CORPORATION OR OTHER ORGANIZ	ATION
International (the "Bank"), e the Bank will rely on such cer the signatures appearing below		O2 Signature(s) Required on Drawings
04 7.2.9 P	(PLEASE RULE OR BLOCK OUT ALL UNUS dean hours De Boyric (Print or Type Name and Title, if any) Qustaud Tavares K (Phint or Type Name and Title, if any)	(Signance) (Signance) (Signance)
2	(Print or Type Name and Title, if 2017)	(Signature)

Mand Sand

Personal Information Redacted

Personal Information	
Redacted ACCOUNT OF CORPORATION (
AUTHORIZED SIGNATURE(S) OF	Supanier Permajori on Uefsi mes
CARIBETRANS S.A.	(Tuc)
(Picase state the full title of the account)	
In consideration of the opening and maintenance of this account by A certifies to the Bank, with the knowledge that the Bank will rely on such certi- undersigned signatures appearing below in the signature of the person named holder indicated next to such person's name.	
(PLEASE RULE OR BLOCK OL	T ALL UNUSED SPACES
HARSTERH WINDELERY HAM	del
Print or Type Name (and Title, if Any)) 3 2 US M. BOGAERI & Presyn	m. Bogard Will Sign
BUSTAVO A THUARES X	in ataun Wall Sign
E RAFAEL BAKRERA DES	Will Sign
Varified	/ Will Sign
<u> </u>	2 Will Sign
ACCOUNT OPENING AUTHORIZED BY	
is (1)	Date

Personal Information

Redacted

ECCOUNT OF CORPORATION OR OTHER ORGANIZATION

CARIBETRANS SA

(Please state the full title of the account)

s SA

Permitted on Defende

In consideration of the opening and maintenance of this account by American Express Bank International (the Bank) at its Miami branch certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that cach first undersigned signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account, holder indicated next to such person's name

Will Sign Will Sign Will Sign Will Sign Will Sign (PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES) ric, ch hum M. Bogasci ACCOUNT OPENING AUTHORIZED BY MRSIENH WINDELERY Print or Type Name (and Trite, if Any)) BUSTAUO A TAUARES KAFAEL (Date) مسري Signature(s) Verlife

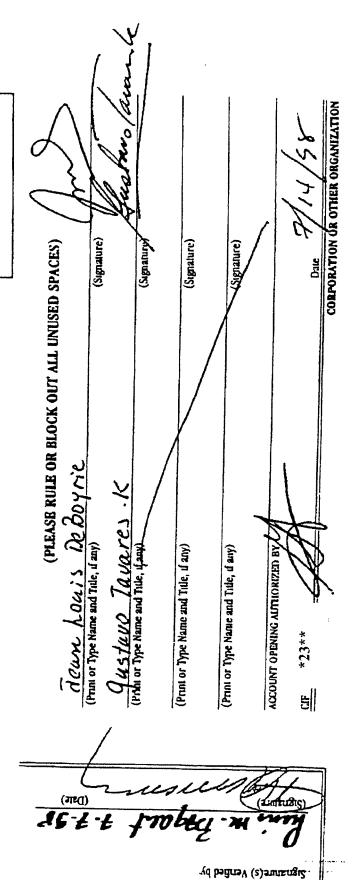
(100ds 2 significas.

CORPORATION OR OTHER ORGANIZATION

ACCOUNT OF CORPORATION OR OTHER ORGANIZATION

Caribetons S.A.	(Please state the full tule of the account) In consideration of the opening and maintenance of this account by American Express Bank International (the "Bank"), each of the undersigned certifies to the Bank, with the knowledge that the Bank will rely on such certification in connection with the operation of this account, that each of the signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name
	Caribetrans S.A.

OZ Signature(s)
Required on Drawings



Personal Information

Redacted

CCOUNT OF CORPORATION OR OTHER ORGANIZATION

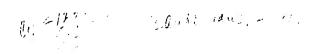
AUTHORIZED SIGNATURE(S) OF

ARIBETRANS

(Picase state the full title of the account

In consideration of the operang and maintenance of this account by American Express Bank International (the "Bank") at its Miami branch, certifies to the Bank, with the two-wedge that the Bank will rely on such certification in connection with the operation of this account, that each of the underlighted signatures appearing below is the signature of the person named and that such person holds the office or position (if any) with the account holder indicated next to such person's name.

CORPORATION OR OTHER ORGANIZATION Date 6/11/9 Wall Sagn Will Sign Will Sign Will Sign Will Sign (PLEASE RULE OR BLOCK OUT ALL UNUSED SPACES) ACCOUNT OPENING AUTHORIZED BY WINDELERY BARRERA. pe Name (and Title, if Any)) TAVARES *23** wls M. On (Date) Signature(s) Verifica



FOR INDIVIDUAL(S) OR CORPORATION OR OTHER ORGANIZATION



American Express Bank International (Miami Branch)

AGREEMENT REGARDING FACSIMILE TRANSMISSIONS

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This Agreement shall be governed by and construed in accordance with Florida law.

FOR INDIVIDUALIS)	FOR CORPORATION OR OTHER ORGANIZATION
Rimm. hogan (Signature) 18 TRANS	(Name of Organization)
LIUS Y, BOGAERT	By:) Signature
RAFAEL BURNEN	(Pont Name)
SATUR A CHARLES	-AND-
(a) GUSTAVO H. MARCHES	(IF OTHER SIGNATURE NECESSARY)
- Higher de Training	By:(Signature)
K.H. WINDELER	(Print Name)

CERTIFICATE OF CORPORAT LUTION

Luis Mangicia BagaseT	
ecretary of CARIBETRANS S.A.	Namel
corporation duty organized and existing under the laws of	lame of Corporation!
If the latiowing is a true copy of resolutions duly adopted by the board of directors of \$1	said corporation at a meeting nec. Tuble 6 19 22 at anic
guorum was at all times present and acting, and that said resolutions are now in full for	rce and effect:
credit to the accounts) of this corporation all checks, drafts, notes, orders and or property which shall be delivered by anyone to the Bank for credit to such account to the property of th	
FURTHER RESOLVED, that any (Number,	officers or employees of this corporation
MESIDENI	AUTHORIZED SIGNATER
VICE PRESIDENT + TREASURER	
SECRETERY.	
onging to this corporation which the Bank may at any time have in its custody possession me of a nominee) or indorsed in blank; (c) to sign! (by handwriting, by stamp impression elements which may be requested at any time by the Bank; and (c) to certify to the Bank poration; and PITHER RESOLVED, that the Bank is hereby authorized to accept and/or pay and/or app ift, check, order or instrument is drawn on any of said accounts and signed (by handwriting uity and without regard to the disposition of any such item or any proceeds thereof, and if a person whose signature (by handwriting, by stamp impression of facsimile signature or their such item or any proceeds thereof may be used or disposad of for the personal credit hist such item or any proceeds thereof may be used or disposad of for the personal credit.	demand, receive, and take or direct delivery of and receipt for any and all stocks, bonds and other securities on or control, whether the same be held in the name of this corporation for for this corporation is account in the of facismide signature or by any other means) in the name of or on penal of this corporation any account is the officers of and the offices or other positions held by each person authorized to sign on behalf of the popy any oraft, check, order or other instrument for the payment of money for any proceeds thereoft when such 19, by stamp impression of facismide signature or by any other means) as required by these resolutions, without the Bank shall not be liable in connection therewith notwithstanding that such term may be payable to the order by any other means) appears thereon or of any other officers or agent or agents or this corporation if or account of any such person or persons, officer or officers or agent as with the Bank or otherwise.
payment of the individual obligation of any such person or persons, officer or officers or	or agent or agents to the Bank or otherwise; and officers or employees of this corporation.
PRESIDENT (Number)	HUTHORIZED SICRAFOR
ICEPRENDENT - TREASURER	
SECRETARY	
exporation or obligations of any third party or third parliast; (d) to deal, in any other respects, which it has an interest and (e) to give the Bank all such authority with respect to any suffering the property of the property of the foregreeness of the property of the	going resolutions until it has received, and has rad a reasonable time to act upon, notice in writing signed by we no liability to this corporation in connection with —and shall be indemnified by this corporation with respec If the Bank's acting or relying upon any of the foregoing resolutions, even if such resolutions have in fact been
at its any manner the authority of the board of directors to adopt the foregoing resolutions, a charter or memorandum of association] and by-laws and any resolutions and other inte	is, charser, memorandum of association or by-laws or any resolutions or other internal rules of said corporation and that such resolutions conform in all respects with the provisions of the certificate of incorporation, articles email rules of said corporation.
I further certify that the following persons hold the positions in said corporation indic	cated by their respective names:
NAME	o mre
HRSIEN # WINDELER	TRESIDENI
THUOF THUARES	VICE PRESIDENT + TREASURE
US MELRICIO BOMAERT.	SECRETARY
AFREL BARREAR 3	AUTHORIZED SIGNATUR.
Add the second s	- June 1
	(1) 6 - 5
WITNESS THEREOF, I have hereunto set my hand and affixed the seal of said corporate	etion-this Thul 35 1991
r D in becaut	SETRANS
(Signature of Secretary)	
LUIS HALLRICIO BOGAERT	(Curporate Seal)
iPrint Name)	KOVII.
	6

OTE. THROUGHOUT THE REMAINDER OF THIS "ACCOUNT APPLICATION AND AGREEMENT," "YOU" REFERS TO AMERICAL, EXPRESS BANK INTERNATIONAL, IMIAM BRANCHI, AND ME", "UST, "OUR" AND "OURS" REFER TO THE APPLICANT. THROUGHOUT THE REMAINDER OF THIS "ACCOUNT APPLICATION AND AGREEMENT. THE MASCULINE GENDER INCLUDES THE FEMININE, AND HEREUNDER. HEREIN AND HEREWITH REFER TO THIS "ACCOUNT APPLICATION AND AGREEMENT IN ITS ENTIPETY THE TERM "ATTORNEYS FEES WHENEVER USED HEREIN REFERS TO ALL ATTORNEYS FEES, WHETHER OR NOT SUIT IS BROUGHT, INCLUDING WITHOUT LIMITATION, FEES INCURRED IN CONNECTION WITH COLLECTION EFFORTS. WORKOUTS AND JUDICIAL BANKRUPTCY AND OTHER PROCEEDINGS INCLUDING APPELATE LEVEL PROCEEDINGS WHETHER SUCH PROCEEDINGS ARISE BEFORE OR AFTER ENTRY OF A FINAL JUDICIAL BANKRUPTCY AND OTHER PROCEEDINGS INCLUDING APPELATE LEVEL PROCEEDINGS WHETHER SUCH PROCEEDINGS ARISE BEFORE OR AFTER ENTRY OF A FINAL JUDICIAL BANKRUPTCY AND OTHER PROCEEDINGS INCLUDING APPELATE LEVEL PROCEEDINGS WHETHER SUCH PROCEEDINGS ARISE BEFORE OR AFTER ENTRY OF A FINAL JUDICIAL BANKRUPTCY AND OTHER PROCEEDINGS.

5 OECLARATIONS

- WE HEREBY APPLY TO OPEN AN ACCOUNT OR ACCOUNTS WITH AMERICAN EXPRESS BANK INTERNATIONAL WE UNDERSTAND THAT THE INFORMATION GIVEN HEREIN IS THE BASIS FOR OPENING THE ACCOUNTS. WE THEREFORE WARRANT THAT THIS INFORMATION IS TRUE AND CORRECT WE ALSO HEREBY AGREE THAT. IF THIS ACCOUNT APPLICATION AND AGREEMENT! IS APPROVED, WE SHALL BE BOUND BY ALL OF ITS PROVISIONS AND BY YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS." WHICH ARE HEREBY INCORPORATED HEREIN.
- OI YOU MAY AMEND YOUR "RILES AND REGULATIONS GOVERNING ACCOUNTS," FROM TIME TO TIME AND AT ANY TIME, BY NOTIFYING US IN WRITING AT OUR LAST KNOWN MAILING ADDRESS ON FILE WITH YOU JOR COMPLYING WITH APPLICABLE HOLD MAIL INSTRUCTIONS); EACH SUCH AMENDMENT SHALL BECOME EFFECTIVE TEN 1101 DAYS AFTER SUCH NOTICE IS PLACED IN THE MAIL (OR HELD) BY YOU
- C; WE MAY, IN THE PUTURE, ESTABLISH ONE OR MORE ADDITIONAL ACCOUNTS WITH YOU WHICH, UNLESS OTHERWISE AGREED IN WRITING BY YOU, SHALL BE GOVERNED BY ALL THE PROVISIONS OF THIS "ACCOUNT APPLICATION AND AGREEMENT" IAND ALL THE PROVISIONS OF YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS," WHICH ARE INCORPORATED HEREIN!
- di. We understand that a check, draft, order or credit sko will be applied only to the account for which it has been prepared.
- 6 RIGHT TO BLOCK OR SET OFF ACCOUNTS OR APPLY ACCOUNTS OR OTHER PROPERTY
 - WE HEREBY IRREVOCABLY AGREE THAT ALL OR PART OF ANY ACCOUNTS MAINTAINED AT ANY TIME WITH JAND ALL OR PARTS OF THE PROCEEDS OF ANY OTHER PROPERTY HELD AT ANY TIME BY]. YOU, ANY OTHER OFFICES OF AMERICAN EXPRESS BANK INTERNATIONAL OR ANY OTHER INSTITUTIONS AFFILIATED WITH OR RELATED IN YOU JULL THE FOREGOING INSTITUTIONS, INCLUDING YOU, BEING THE "RELATED INSTITUTIONS") IN OUR NAME OR IN OUR NAME AND THE NAME(S) OF ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS —AND ALL OR PART OF ANY INDEBTEDNESS AT ANY TIME OWING BY ANY ONE OR MORE OF THE RELATED INSTITUTIONS AND ANY ONE OR MORE INDIVIDUALS OR OTHER ORGANIZATIONS, TO US OR TO US AND ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS.—MAY, AT ANY TIME AND FROM TIME TO TIME, BE SET OFF OR APPLIED WITHOUT NOTICE OR OTHER FORMALITY (THUS ENFORCING, IN ADDITION, SECURITY INTERESTS WHICH WE HEREBY GRANT) AGAINST OR WITH RESPECT TO ANY AND ALL "DEBTS" IAS DEFINED BELOW). AS USED IN THIS SECTION 8(a), "DEBTS" MEANS ALL OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, OBLIGATIONS ARISING THROUGH THE USE OF AMERICAN EXPRESS "GOLD CARDS"). —WHETHER NOW EXISTING OR HEREAFTER ARISING BY ANY MEANS INCLUDING PURCHASE ASSIGNMENT OR OTHER TRANSFER), WHETHER MATURED OR ACCELERATED, AND WHETHER ROW EXISTING OR HEREAFTER ARISING BY ANY MEANS INCLUDING PURCHASE OR OSTIS, OR ANY OTHER CHARGES OR AMOUNTS. OF OURS WHETHER FOR PRINCIPAL INTEREST. DAMAGES, ATTORIEVS" FEES, OTHER EXPENSES OR COSTS, OR ANY OTHER CHARGES OR AMOUNTS. OF OURS WHETHER FOR PRINCIPAL INTEREST. DAMAGES, ATTORIEVS" FEES, OTHER EXPENSES OR COSTS, OR ANY OTHER CHARGES OR AMOUNTS. OF OURS WHETHER FOR PRINCIPAL INTEREST. DAMAGES, ATTORIEVS" FEES, OTHER EXPENSES OR COSTS, OR ANY OTHER CHARGES OR AMOUNTS. OF OURS WHETHER FOR PRINCIPAL INTEREST. DAMAGES, ATTORIEVS" FEES, OTHER EXPENSES OR COSTS, OR ANY OTHER CHARGES OR AMOUNTS. OF OURS WHETHER FOR PRINCIPAL INTEREST. DAMAGES, ATTORIEVS" FEES, OTHER EXPENSES OR COSTS, OR ANY OTHER CHARGES OR AMOUNTS. OF OURS WHETHER FOR PRINCIPAL INTEREST.
 - WE HEREBY IRREVOCABLY AGREE THAT ALL OR PART OF ANY ACCOUNTS MAINTAINED AT ANY TIME WITH JAND ANY OTHER PROPERTY, OR ALL OR PART OF THE PROCEEDS OF ANY OTHER PROPERTY, HELD AT ANY TIME BY] ANY OF THE RELATED INSTITUTIONS IN OUR NAME OR IN OUR NAME AND THE NAME(S) ANY ONE OR MORE OTHER ORGANIZATIONS OR INCIDIALS —AND ALL OR PART OF ANY INDEBTEDNESS AT ANY TIME OWING BY ANY ONE OR MORE OF THE RELATED INSTITUTIONS (OR BY ANY ONE OR MORE OF THE RELATED INSTITUTIONS AND ANY ONE OR MORE INDIVIDUALS OR OTHER ORGANIZATIONS) TO US OR TO US AND ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS —MAY, AT ANY TIME AND FROM TIME TO TIME, BE BLOCKED OR WITHHELD, WITHOUT NOTICE OR OTHER FORMALITY, TO THE EXTENT NECESSARY IN ORDER TO FULLY COVER THE AGGREGATE AMOUNT OF ANY AND ALL "OBLIGATIONS" JAS DEFINED BELOW). AS USED IN THIS SECTION RELIGIOUS THE USE OF AMERICAN EXPRESS "GOLD CARDST"—WHETHER NOW EXISTING OR HEREAFTER ARISING BY ANY MEANS (INCLUDING PURCHASE, ASSIGNMENT OR OTHER TRANSFER), WHETHER DIRECT OR INDIRECT, ASSOLUTE OR CONTINGENT, MATURED OR UNMATURED, AND WHETHER FOR PRINCIPAL, INTEREST, DAMAGES, ATTORNEYS" FEES, OTHER EXPENSES OR COSTS, OR ANY OTHER CHARGES OR AMOUNTS —OF OURS WHETHER OR NOT ANY SUCH OBLIGATIONS ARE ALSO OBLIGATIONS OF ANY ONE OR MORE OTHER ORGANIZATIONS OR INDIVIDUALS OR OTHER ORGANIZATIONS.
 - (c) All rights and remedies arising under this section are in addition to all other rights and remedies findluding, without limitation, other rights of set-off) arising under this Account Application and Agreement, under the Rules and Regulations Governing Accounts, under any other agreements or under applicable law.

7 ORAFTS, ENDORSEMENTS, WITHORAWALS AND PLEDGES

We request and authorize you, until we give you notice in writing to the contrary. Io honor and debit to any demand deposit, or money market account of ours all checks, drafts and orders drawn, bills accepted and notes made by us, if [in your judgment] property prepared and executed by us.

We also authorize you to accept our endorsement on any check, draft, order, bill or note payable to us and to be credited to an account maintained with you in our name.

8 RESIDENCY/CITIZENSHIP/TAX WITHHOLDING STATEMENT

We nereby confirm under penalties of perjury that for United States tax purposes we are not a resident of the United States. Accordingly we request that interest paid or credited to us in respect of any deposit or credit balance of ours with you not be reported to the Internal Revenue Service.

We will advise you immediately should we become a resident of the United States at any future time

9 NONTRANSFERABILITY

We understand that any account maintained with you is not transferable, although a security interest may be granted in such an account.

SECTIONS 10. TO 12. BELOW ARE OPTIONAL AND SHOULD BE SCORED THROUGH IF NOT APPLICABLE.

10 UNSIGNED INSTRUCTIONS

in consideration of your accepting (from any person or persons duly authorized to give you signed instructions regarding the matter in question) telephone or telex instructions regarding any and all matters relating to any account or property maritained or held in our name, we hereby [a] agree you shall have no responsibility or liability to us, whether directly or indirectly, in tonnection with your so doing; and [b] agree to keep you indemnified from and against all actions, proceedings, claims and demands which may be brought or made against you and all cases costs, charges, damages, liabilities and expenses which you may incur or suffer or for which you may become liable, directly or reason of your so doing

You may no longer accept and nonor such leiephone or telex instructions once you have received (and have had a reasonable time to act upon) signed instructions to that effect from us.

We also agree that you have the right to refuse to accept or honor any telephone or telex instructions, even if an officer or other employee of yours has indicated by telephone that you will accept, and honor those instructions.

11 HOLD MAIL

We hereby authorize and request that you hold all advices, statements, communications, notices and other documents relating to any account or property maintained with or neld by you in our name on the following terms and conditions:

We may from time to time (a) notify you in writing of an address to which such items should be sent by you by registered mail at our expense or (b) give you written authority to release such

We understand and agree that any such items which you are noting 18 months after the date of this Account Application and Agreement as set long below and thereafter at six-month intervals will be sent by you registered post at our expense to our last address known to you, unless such items are collected or written instructions as described in the preceding paragraph are received by you, within one calendar month after the end of each such 18-month period.

We understand and hereby agree that you shall have no responsibility or liability whatsoever to us for any losses, costs, damages, expenses or other liabilities, however arising, which we may suffer or incur as a result of your complying with any request or instruction in this section

In consideration of your holding items under the above terms and conditions, we hereby undertake to indemnify you and notid you harmless against any losses, costs, damages, expenses or other leadshes, however arising, which you may suffer or incur as a result of your so doing.

We agree that you may debit to any account in our name any administrative charges for this service as specified in the schedule of charges contained in your "Rules and Regulations Governing Accounts" and amended from time to time

12 GOLD CARD

RE: Americai	Express Gold Account of	
Card No		(may be completed later by you if not known at present
To be billed	0 Demand Account No.	[may be completed later by you if not known at present
	any and all amounts due and payable to Americonsideration of your complying with this request with your complance with the request. We agree with respect to the subject Gold Card and stop	ngements made with Amencan Express Travel Related Services Company, Inc. ("American Express"), monthly billings for the Gold Carriereby request, authorize and instruct that you debit any demand depost account maintained for to be maintained) with you in our name to can Express, as endenced by such monthly billings by American Express, and that you transfer such amounts to American Express, in the hereby wave any and all claims and demands, and release you form any and all repressibility or liability, arising from or in connection in the properties of the propertie
	In the event than an overdraft is created by any by you to us. For that purpose we agree to mak such other charges thereon as may be reasons	such charge and transfer, the overdraft shall be a debt due to you to the same extent and effect as though actual cash had been advanced as payment upon demand of the full amount of any and every such overdraft, together with any and atl interest to the date of payment and able and appropriate.
	You are hereby instructed and authorized to for	ward, without Eability, any renewel Gold Card(s) to the cardholder(s) at this address:
BANK USE C	HLY	
Line of Credi	: \$	Cate of Line:
		Oate of Recommendation:

THE SECTIONS BELOW ARE NOT OPTIONAL; THEY APPLY TO EVERY APPLICANT.

13. AUTOMATIC RENEWAL

Unless (a) you shall have received notice from us in writing at 999 Brickell Ave. Miami, Florida 33131, at least four (4) business days in advance of the maturity of any time deposit instruction that the deposit not be renewed, or (b) you shall have sent (or compiled with applicable hold mail instructions regarding notice to us in writing (at our address on your neconds) that the deposit with not be renewed, as a business of the deposit of the original tender) at the than applicable interest rate in accordance with your offered rates for deposits of such tenors and amounts.

Each such renewal will be upon terms and conditions determined by you at the time of renewal.

14. TERMINATION OF CERTAIN ACCOUNTS

You may at any time discontinue the acceptance of funds for credit to any demand deposit, or money market, account maintained with you in our name and close the account.

15 WAIVER REGARDING JURY TRIALS

WE LIKE YOU, HEREBY VOLUNTARILY WAIVE ANY RIGHT WHICH WE OR YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION RELATING TO THIS ACCOUNT APPLICATION AND AGREEMENT. OR RELATING TO ANY ACCOUNT OR OTHER PROPERTY MAINTAINED WITH OR HELD BY YOU IN OUR NAME. WE ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR YOU TO APPROVE THIS "ACCOUNT APPLICATION AND AGREEMENT".

16 . IFB NOTICE AND ACKNOWLEDGEMENT

You hereby give us the following natice:

It is the policy of the Board of Governors of the Federal Reserve System, with respect to nonbank customers, that deposits received by international banking facilities ("IBFe") may be used only to support the operations outside the United States of e depositor or the depositor's foreign affiliates, and that extensions of credit by IBFs may be used only to finance the operations outside the United States of a borrower's foreign affiliates.

We hereby confirm that

We understand that it is the policy of the Board of Governors of the Federal Reserve System that deposits received by an international banking facility (an "IBF") may be used only to support the operations outside the United States of a depositor or the depositor's foreign affiliates, and that extensions of credit by an IBF may be used only to finance the operations outside the United States of a borrower or the borrower's foreign affiliates.

We acknowledge that funds we deposit with your IBF will be used solely in support of our operations outside the United States or those of our foreign affiliates and that the proceeds of our foreign affiliates.

17 NOTICE OF PENALTY FOR EARLY WITHORAWAL

EARLY WITHDRAWALS ARE SUBJECT TO SUBSTANTIAL PENALTIES. The Rules and Regulations Governing Accounts provide relevant details.

18 GOVERNING LAW

We agree with you that this Account Application and Agreement [including the Rules and Regulations Governing Accounts incorporated herein] is governed by and construed in accordance with California law and any applicable Federal law. We understand that your obligations and responsibilities hereunder may be limited by such law

19 CORRECTNESS OF ACCOUNT STATEMENTS, CONFIRMATIONS, ETC.

We understand and agree that unless you receive notice to the contrary from us less than sony [60] days after the date on which you place in the mails jaddressed to us at our last known

20	SERVICE	CHARGES	AND	FEE3

WE UNDERSTAND AND AGREE THAT AT COUNT OR OTHER PROPERTY MAINTAINED WITH OR HELD 8' UNDOWN NAME SHALL BE SUBJECT TO ALL YOUR FEES AND SERVICE CHARGES IN EFFECT FRC IE TO TIME AS SPECIFIED IN THE SCHEDULE OF CHARGES IA: NDEO FROM TIME TO TIME; CONTAINED IN YOUR "RULES AND CHARGE IN SUCH FEES AND CHARGES SHALL BECOME L. CTIVE TEN (ID) DAYS AFTER NOTICE OF SUCH CHARGE IS PLACED IN THE MAILS ADDRESSED TO US AT OUR LAST KNOWN MAILING ADDRESS ON FILE WITH YOU OR IS HELD BY YOU IN COMPLIANCE WITH APPLICABLE HOLD MAIL INSTRUCTIONS.

21 CONCLUDING DECLARATIONS

WE HAVE RECEIVED A COPY OF THIS ACCOUNT APPLICATION AND AGREEMENT, WE HAVE READ IT, AGREE WITH IT, AND AGREE TO BE BOUND BY IT WE HAVE ALSO RECEIVED A COPY OF YOUR RULES AND REGULATIONS GOVERNING ACCOUNTS IMMICH ARE INCORPORATED INTO THIS INCOUNT APPLICATION AND AGREEMENT ! HAVE READ THEM AGREE WITH THEM AND AGREE TO BE BOUND BY THEM IAS AMENDED FROM TIME TO TIME).

HAVE READ THEM AGREE WITH THEM AND AGREE TO BE BOOMD BY	HEM INS AMENDED FROM TIME TO TIME!
Executed as of 6/12 19 41	
Winessed //	CARIBETRANS S.A
	CARIBETRANS S.A. IName of Applicant
<i>,</i> ~	Name: Kursten H. Windeler
	THE FRESIDENT
	-ANO-
Winessec All	IIF OTHER SIGNATURE NECESSARY)
	Name Luis HAURICIO BOGAERT [Print Name] THE SECRETERY
	Signature
, 0	Name LUIS HAURIUS BIGAERT
	CECO-TOOL
	Title SECRET FRY
Approved by American Express Bank Interrectional (Miami Bran	nch)
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By Machecorred [Signary non A	
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OPERATIONS DEPARTMENT USE ONLY:	
Account Opened By:	Date:
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ACCOUNT APPLICATION AND AGREEMENT FOR CORPORATION OR CTHER ORGANIZATION

PROBLEM TO BE A Money Market	Time Deposit (IBF) Other (Please Specity)
1 TYPE OF ACCOUNT(S) REQUIRED D.D.A. Money Market Personal Information	OPENING BALANCE S
Redacted	OPENING BALANCE S
Redacted ACCOUNT NUMBER(S) ROLLOVER INSTRUCTIONS: Unless contrary instructions are received in writing automatically. (a) Open and renew for: 30 60 90 180 days (b) Interest: Include chosen by Bank to protect its legismate interest. Other (please specify):	in rollover Pay to demand account
2 INFORMATION REGARDING ACCOUNT HOLDER	r Address may be used (or the telex
In order to contact the applicant to in order to contact the applicant to income number given with that address below;	
Jane Galriel Ma	iling address. lari Betrens, S.A.
Personal Informati	on
Redacted	_
And Telephone, Telex and Fax Numbers:	·
Nation or State where applicant was incorporated or otherwise conditioned or organization or State where applicant was incorporated or otherwise conditioned or organization or State where applicant was incorporated or otherwise conditioned or organization. Applicant may be contacted at the above address and telephone, telex and lax	anized Tax identification number (if any) numbers
3 REFERENCES,- (BANKS OR OTHER)	
CHAST.	
4 OTHER AMEX AFFILIATED ACCOUNTS If applicant has any existing American Express Bank International, Shearson Lehman Hutton Inc., or any in	account(s) with any office or branch of American Express Bank LI stitution affiliated with or related to any of them, please give details
Lugation TAUARES.	